

Message Text

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ACTION AF-18

INFO OCT-01 ISO-00 SCI-06 PM-07 DODE-00 CIAE-00 INR-10

NSAE-00 RSC-01 L-03 DRC-01 /047 W

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P 031130Z APR 74

FM AMEMBASSY TANANARIVE

TO SECSTATE WASHDC PRIORITY 6141

INFO NASA HEADQUARTERS WASHDC PRIORITY

C O N F I D E N T I A L TANANARIVE 0436

E. O. 11652: GDS

TAGS: TSPA, MA, US

SUBJ: RENEWAL NASA STATION AGREEMENT

1. EMBASSY BELIEVES FORMAL SESSIONS FOR RENEGOTIATING EXTENSION NASA STATION AGREEMENT WILL BEGIN SOON, EVEN POSSIBLY AS EARLY AS NEXT WEEK. SINCE SIDE WITH DRAFT AGREEMENT READY IS ALMOST INVARIABLY IN SUPERIOR NEGOTIATING POSITION, EMBASSY PROPOSES THAT IT BE AUTHORIZED TO SUBMIT TEXT TO GOMR SIDE, AND TO THAT END SUBMITS FOLLOWING DRAFT NOTE TO BE EXCHANGED WITH GOMR FOR DEPT'S AUTHORIZATION AND/OR RECOMMENDED CHANGES. BEGIN TEXT: EXCELLENCY: PARA

I HAVE THE HONOR TO REFER TO RECENT DISCUSSIONS BETWEEN REPRESENTATIVES OF THE GOVERNMENT OF THE MALAGASY REPUBLIC AND OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA CONCERNING THE RENEWAL OF THE AGREEMENT FOR THE ESTABLISHMENT AND OPERATION OF A SPACE VEHICLE TRACKING STATION IN MADAGASCAR. PARA

I WISH TO PROPOSE THAT THE AGREEMENT, CONCLUDED BY AN EXCHANGE OF NOTES SIGNED AT TANANARIVE ON OCTOBER 7, 1963, AS EXTENDED AND AMENDED BY EXCHANGE OF NOTES OF DECEMBER 11 AND 21, 1967 AND AS EXTENDED BY EXCHANGE OF NOTES OF SEPTEMBER 16 AND 21, 1971, BE FURTHER EXTENDED FOR AN ADDITIONAL PERIOD OF THREE YEARS BEGINNING JANUARY 1, 1974, SUBJECT TO THE FOLLOWING CHANGES: PARA A. REDRAFTING OF ARTICLE 2 OF THE SAID AGREEMENT, WHICH SHALL BE WORDED AS FOLLOWS: PARA

ARTICLE 2A. THE GOVERNMENT OF THE MALAGASY REPUBLIC SHALL, FOR A CONSIDERATION OF U.S. \$100,000 PER ANNUM BEGINNING JANUARY 1, 1973, CONFIDENTIAL

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MAKE AVAILABLE TO THE GOVERNMENT OF THE UNITED STATES OF AMERICA

FOR THE STATION THOSE LAND AREAS WHICH HAVE BEEN DESIGNATED AS COMPRISING THE "PERIMETRE DE REBOISEMENT DE TSIMAHABEOMBY" AND WHICH CONSIST OF APPROXIMATELY 340.6 HECTARES, A MAP OF WHICH IS ANNEXED TO THIS AGREEMENT. NOTWITHSTANDING THE ABOVE, THE MANAGEMENT OF REFORESTATION OF THE "PERIMETRE DE REBOISEMENT DE TSIMAHABEOMBY" SHALL CONTINUE TO BE ASSURED SOLELY BY THE MALAGASY SERVICE OF WATERS AND FORESTS AND CONSERVATION OF SOILS. PARA ARTICLE 2B. AS A GESTURE OF APPRECIATION FOR THE COOPERATION OF THE GOVERNMENT OF THE MALAGASY REPUBLIC IN MAKING AVAILABLE THE "PERIMETRE DE REBOISEMENT DE TSIMAHABEOMBY" FOR THE USE OF THE STATION DURING THE YEARS WHICH INTERVENED BETWEEN ITS ORIGINAL ESTABLISHMENT ON THAT PROPERTY AND DECEMBER 31, 1972, THE GOVERNMENT OF THE UNITED STATES OF AMERICA SHALL PROVIDE SURPLUS COMMUNICATIONS EQUIPMENT TO THE GOVERNMENT OF THE MALAGASY REPUBLIC, A LIST OF WHICH IS ANNEXED. PARA

ARTICLE 2C. THE GOVERNMENT OF THE MALAGASY REPUBLIC SHALL USE ITS BEST EFFORTS TO INSURE THAT RIGHTS-OF-WAY REQUIRED FOR THE STATION SHALL BE LEASED TO THE GOVERNMENT OF THE UNITED STATES OF AMERICA. ANY RENTAL COSTS FOR THE RIGHTS-OF-WAY REQUIRED FOR THE STATION SHALL BE BORNE BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA. PARA

B. REDRAFTING OF ARTICLE 7 WHICH SHALL BE WORDED AS FOLLOWS: PARA ARTICLE 7A. THE STATION SHALL BE OPERATED BY THE UNITED STATES NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (HEREINAFTER REFERRED TO AS NASA), EITHER DIRECTLY OR INDIRECTLY THROUGH ONE OF THE FOLLOWING CONTRACTUAL RELATIONSHIPS: (1) WITH A UNITED STATES CIVILIAN FIRM; (2) WITH BOTH A UNITED STATES CIVILIAN FIRM AND THE MALAGASY DIRECTORATE OF POSTS AND TELECOMMUNICATIONS (HEREINAFTER REFERRED TO AS DPT), WORKING JOINTLY; OR (3) EVENTUALLY SOLELY WITH THE DPT. IN ANY OF THE AFOREMENTIONED CASES, THE DIRECTOR AND DEPUTY DIRECTOR OF THE STATION SHALL BE CIVILIAN OFFICIALS OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA IN THE PERSONS OF NASA REPRESENTATIVES. PARA

ARTICLE 7B. BOTH GOVERNMENTS BEING DESIROUS OF EMPLOYING MALAGASY TECHNICAL PERSONNEL AT THE STATION TO THE GREATEST EXTENT POSSIBLE, NASA OR ITS UNITED STATES CONTRACTOR, IN ADDITION TO USING ESSENTIAL UNITED STATES TECHNICIANS AND SPECIALISTS FOR AS LONG AS THEY MAY BE REQUIRED, WILL PROGRESSIVELY ENGAGE AND TRAIN MALAGASY PERSONNEL TO THE MAXIMUM EXTENT POSSIBLE FOR THE OPERATION AND MAINTENANCE OF THE STATION. AT SUCH TIME AS NASA AND DPT JOINTLY DETERMINE THERE
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ARE SUFFICIENT NUMBER OF QUALIFIED MALAGASY TECHNICAL PERSONNEL TO MEET NASA REQUIREMENTS AND FAMILIAR WITH THE STATION, NASA MAY DELEGATE BY CONTRACT TO THE DPT THE RESPONSIBILITY FOR THE STATION OPERATION AND MAINTENANCE FOR THE PROGRAMS COVERED BY THE PRESENT AGREEMENT. PARA

ARTICLE 7C. IT IS THE DESIRE OF BOTH GOVERNMENTS THAT EVERY EFFORT BE MADE TO EFFECT SUCH DELEGATION OR RESPONSIBILITY TO DPT AS MENTIONED IN ARTICLE 7B NO LATER THAN DECEMBER 31, 1976. BETWEEN JANU-

ARY 1, 1974 AND DECEMBER 31, 1976, INTERIM CONTRACTS MAY BE CONCLUDED BETWEEN NASA AND DPT WITH RESPECT TO THE LATTER'S RESPONSIBILITY AT THE STATION. NASA DPT WILL COOPERATE CLOSELY TO ENSURE FULL ACCESS BY DPT TO THE STATION, WITH THE OBJECTIVE OF FULL EXCHANGE OF INFORMATION CONCERNING BOTH THE TECHNIQUES EMPLOYED AND THE USES TO WHICH THE STATION IS BEING PUT. PARA

IF THE FOREGOING PROVISIONS ARE ACCEPTABLE TO THE GOVERNMENT OF THE MALAGASY REPUBLIC, I HAVE THE HONOR TO PROPOSE THAT THIS NOTE AND YOUR REPLY TO THAT EFFECT SHALL CONSTITUTE AN AGREEMENT BETWEEN THE TWO GOVERNMENTS WHICH SHALL ENTER INTO FORCE ON THE DATE OF THE NOTE OF REPLY. PARA

ACCEPT, EXCELLENCY, THE RENEWED ASSURANCE OF MY HIGHEST CONSIDERATION. END TEXT.

2. IT WOULD SEEM THAT LANGUAGE IN REDRAFTED ARTICLE 2A WOULD SATISFY NASA REQUIREMENT FOR RENTAL DOCUMENT MENTIONED STATE 09253, PARA 2. LANGUAGE IN REVISED PARA 7 DRAWN IN PART FROM ARTICLE 4.A OF AGREEMENT WITH SPAIN, JANUARY 29, 1964.

3. ACTION REQUEST: BY 08 APRIL 9, DEPT'S AUTHORIZATION TO USE ABOVE DRAFT OR REVISION THEREOF.

MENDENHALL

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Message Attributes

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